

EXHIBIT C

1/31 1:00

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

ALFA LAVAL LAVAL, INC. (sued individually and as successor-in-interest to THE DELAVAL SEPARATOR COMPANY and SHARPLES CORPORATION), et al.

[SEE ATTACHED DEFENDANTS]

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
DAVID KELEMEN and PAULA KELEMEN

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JAN 24 2008.

John A. Clarke, Executive Officer/Clerk
John A. Clarke
BY MARY GARCIA, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/seithelp/espanol), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/seithelp/espanol) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):
LOS ANGELES SUPERIOR COURT
111 North Hill Street
111 North Hill Street
Los Angeles, CA 90012
CENTRAL DISTRICT

CASE NUMBER:
(Número del Caso):

BC 384281

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jennifer L. Bartlett, [REDACTED]
SIMON, EDDINS & GREENSTONE, LLP
301 East Ocean Blvd., Suite 1950

562.590.3400

DATE: JAN 24 2008
(Fecha)

JOHN A. CLARKE, CLERK

M. GARCIA

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

John Crane, Inc.

under: CCP 416.10 (corporation)

CCP 416.60 (minor)

CCP 416.20 (defunct corporation)

CCP 416.70 (conservatee)

CCP 416.40 (association or partnership)

CCP 416.90 (authorized person)

other (specify):

4. by personal delivery on (date):

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev. January 1, 2004)

SUMMONS

Legal
Solutions
G. Plus

Code of Civil Procedure §§ 412.20, 465

Page 1 of 1

SHORT TITLE: DAVID KELEMEN vs. ALFA LAVAL, INC., et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

ARMSTRONG INTERNATIONAL, INC.;
 CBS CORPORATION f/k/a VIACOM, INC. (sued as successor-by-merger to CBS CORPORATION f/k/a WESTINGHOUSE ELECTRIC CORPORATION);
 CLARK-RELIANCE CORPORATION (sued individually and as successor-in-interest to JERGUSON GAGE & VALVE COMPANY);
 COLTEC INDUSTRIES, INC. (sued individually and as successor-in-interest to FAIRBANKS MORSE ENGINE);
 CRANE CO. (sued individually and as successor-in-interest to CHAPMAN VALVE CO.);
 DETROIT DIESEL CORPORATION;
 DURABLA MANUFACTURING COMPANY;
 FAIRBANKS MORSE PUMP CORPORATION;
 FLOWSERVE US INC. (as successor-in-interest to EDWARD VALVE & MANUFACTURING);
 FMC CORPORATION (sued individually and as successor-in-interest to NORTHERN PUMP COMPANY f/k/a NORTHERN FIRE APPARATUS COMPANY);
 FOSTER WHEELER ENERGY CORPORATION;
 GARDNER DENVER NASH, L.L.C. f/k/a THE NASH ENGINEERING COMPANY;
 GENERAL MOTORS CORPORATION;
 THE GOODYEAR TIRE & RUBBER COMPANY (sued individually and as successor-in-interest to DURABLA MANUFACTURING COMPANY);
 HARDIE-TYNES, LLC (sued individually and as successor-in-interest to HARDIE-TYNES MANUFACTURING COMPANY);
 HARDIE-TYNES MANUFACTURING COMPANY;
 HONEYWELL INTERNATIONAL (sued individually and as successor-in-interest to BENDIX CORPORATION);
 HOPEMAN BROTHERS INC.;
 HOPEMAN BROTHERS MARINE INTERIORS a/k/a HOPEMAN BROTHERS, INC.;
 ICON MANAGEMENT SYSTEMS, LLC (sued individually and as successor-in-interest to JERGUSON GAGE & VALVE COMPANY);
 IMO INDUSTRIES, INC. (sued individually and as successor-in-interest to DELAVAL TURBINE, INC.);
 INGERSOLL RAND COMPANY;
 INVENSYS SYSTEMS, INC. (sued individually and as successor-in-interest to EDWARD VALVE & MANUFACTURING);
 ITT INDUSTRIES, INC. (sued individually and as successor-in-interest to BELL & GOSSETT);
 JERGUSON GAGE & VALVE COMPANY;
 J.T. THORPE & SON, INC.;
 JOHN CRANE, INC.;

SHORT TITLE: DAVID KELEMEN vs. ALFA LAVAL, INC., et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

LESLIE CONTROLS, INC.;
 M. SLAYEN AND ASSOCIATES, INC.;
 McNALLY INDUSTRIES, LLC (sued individually and as successor-in-interest to NORTHERN PUMP COMPANY f/k/a NORTHERN FIRE APPARATUS COMPANY);
 THE NASH ENGINEERING COMPANY;
 NORTHERN PUMP COMPANY (sued individually and as successor-in-interest to NORTHERN FIRE APPARATUS COMPANY);
 PARKER-HANNIFIN CORPORATION (sued individually and as successor-in-interest to SACOMO SIERRA AND SACOMO MANUFACTURING CO.);
 SEPCO CORPORATION;
 SPIROL INTERNATIONAL CORPORATION (sued individually and as successor-in-interest to U.S. GASKET CO.);
 SYD CARPENTER, MARINE CONTRACTOR, INC.;
 THE WILLIAM POWELL COMPANY;
 TYCO FLOW CONTROL, INC. (sued individually and as successor-in-interest to THE LUNKENHEIMER COMPANY and HANCOCK VALVES);
 VELAN VALVE CORPORATION;
 WEIR VALVES & CONTROLS USA, INC. f/k/a ATWOOD & MORRILL;
 YARWAY CORPORATION (sued individually and as successor-in-interest to GIMPEL CORPORATION);
 and DOES 1-450 INCLUSIVE,
 Defendants.

1 RON C. EDDINS, CA Bar No. [REDACTED]
2 JENNIFER L. BARTLETT, CA Bar No. [REDACTED]
3 SIMON, EDDINS & GREENSTONE, LLP
4 301 E. Ocean Blvd., Ste. 1950
5 Long Beach, California 90802
6 Telephone (562) 590-3400
7 Facsimile (562) 590-3412

8 Attorneys for Plaintiffs

9
10 CONFORMED COPY
11 OF ORIGINAL FILED
12 Los Angeles Superior Court

13 JAN 24 2008

14 John A. Clarke, Executive Officer/Clerk
15 *John*
16 BY MARY GARCIA, Deputy

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19
20 FOR THE COUNTY OF LOS ANGELES

21 DAVID KELEMEN and PAULA
22 KELEMEN,) Case No. BC 384281
23 Plaintiffs,) THIS ACTION CONSTITUTES COMPLEX
24 vs.) ASBESTOS LITIGATION – SUBJECT TO THE
25) GENERAL ORDERS CONTAINED IN FILE NO.
26) C 700000 – DEPT. 59
27 ALFA LAVAL, INC. (sued individually)
28 and as successor-in-interest to THE) COMPLAINT FOR PERSONAL INJURY –
DELAVAL SEPARATOR COMPANY) ASBESTOS (NEGLIGENCE; STRICT
and SHARPLES CORPORATION);) LIABILITY; LOSS OF CONSORTIUM)
ARMSTRONG INTERNATIONAL,)
INC.;)
CBS CORPORATION f/k/a VIACOM,)
INC. (sued as successor-by-merger to CBS)
CORPORATION f/k/a WESTINGHOUSE)
ELECTRIC CORPORATION);)
CLARK-RELIANCE CORPORATION)
(sued individually and as successor-in-)
interest to JERGUSON GAGE & VALVE)
COMPANY);)
COLTEC INDUSTRIES, INC. (sued)
individually and as successor-in-interest to)
FAIRBANKS MORSE ENGINE);)
CRANE CO. (sued individually and as)
successor-in-interest to CHAPMAN)
VALVE CO.);)
DETROIT DIESEL CORPORATION;)
DURABLA MANUFACTURING)
COMPANY;)
FAIRBANKS MORSE PUMP)
CORPORATION;)

1
2 COMPLAINT FOR PERSONAL INJURY – ASBESTOS

1 FLOWSERVE US INC. (as successor-in-)
2 interest to EDWARD VALVE &)
3 MANUFACTURING);)
4 FMC CORPORATION (sued individually)
5 and as successor-in-interest to)
6 NORTHERN PUMP COMPANY f/k/a)
7 NORTHERN FIRE APPARATUS)
8 COMPANY);)
9 FOSTER WHEELER ENERGY)
10 CORPORATION;)
11 GARDNER DENVER NASH, L.L.C.)
12 f/k/a THE NASH ENGINEERING)
13 COMPANY;)
14 GENERAL MOTORS)
15 CORPORATION;)
16 THE GOODYEAR TIRE & RUBBER)
17 COMPANY (sued individually and as)
18 successor-in-interest to DURABLA)
19 MANUFACTURING COMPANY);)
20 HARDIE-TYNES, LLC (sued)
21 individually and as successor-in-interest to)
22 HARDIE-TYNES MANUFACTURING)
23 COMPANY);)
24 HARDIE-TYNES MANUFACTURING)
25 COMPANY;)
26 HONEYWELL INTERNATIONAL)
27 (sued individually and as successor-in-)
28 interest to BENDIX CORPORATION);)
1 HOPEMAN BROTHERS INC.;)
2 HOPEMAN BROTHERS MARINE)
3 INTERIORS a/k/a HOPEMAN)
4 BROTHERS, INC.;)
5 ICON MANAGEMENT SYSTEMS,)
6 LLC (sued individually and as successor-)
7 in-interest to JERGUSON GAGE &)
8 VALVE COMPANY);)
9 IMO INDUSTRIES, INC. (sued)
10 individually and as successor-in-interest to)
11 to DELAVAL TURBINE, INC.);)
12 INGERSOLL RAND COMPANY;)
13 INVENSYS SYSTEMS, INC. (sued)
14 individually and as successor-in-interest to)
15 EDWARD VALVE &)
16 MANUFACTURING);)
17 ITT INDUSTRIES, INC. (sued)
18 individually and as successor-in-interest to)
19 BELL & GOSSETT);)
20 JERGUSON GAGE & VALVE)
21 COMPANY;)
22 J.T. THORPE & SON, INC.;)

1 JOHN CRANE, INC.;
2 LESLIE CONTROLS, INC.;
3 M. SLAYEN AND ASSOCIATES, INC.;
4 McNALLY INDUSTRIES, LLC (sued
individually and as successor-in-interest to
NORTHERN PUMP COMPANY f/k/a
NORTHERN FIRE APPARATUS
COMPANY);
5 THE NASH ENGINEERING
COMPANY;
6 NORTHERN PUMP COMPANY (sued
individually and as successor-in-interest to
NORTHERN FIRE APPARATUS
COMPANY);
7 PARKER-HANNIFIN CORPORATION
(sued individually and as successor-in-
interest to SACOMO SIERRA AND
SACOMO MANUFACTURING CO.);
8 SEPCO CORPORATION;
9 SPIROL INTERNATIONAL
CORPORATION (sued individually and
as successor-in-interest to U.S. GASKET
CO.);
10 SYD CARPENTER, MARINE
CONTRACTOR, INC.;
11 THE WILLIAM POWELL COMPANY;
12 TYCO FLOW CONTROL, INC. (sued
individually and as successor-in-interest to
THE LUNKENHEIMER COMPANY and
HANCOCK VALVES);
13 VELAN VALVE CORPORATION;
14 WEIR VALVES & CONTROLS USA,
15 INC. f/k/a ATWOOD & MORRILL;
16 YARWAY CORPORATION (sued
individually and as successor-in-interest to
GIMPEL CORPORATION);
17 and DOES 1-450 INCLUSIVE,
18
19
20
21
22 Defendants.

GENERAL ALLEGATIONS

COME NOW Plaintiffs **DAVID KELEMEN** and **PAULA KELEMEN** (hereinafter "Plaintiffs") and complain and allege as follows:

1. The true names and capacities, whether individual, corporate, associate, governmental or otherwise, of defendants DOES 1 through 450, inclusive, are unknown to Plaintiffs at this time, who

1 therefore sues said defendants by such fictitious names. When the true names and capacities of said
2 defendants have been ascertained, Plaintiffs will amend this complaint accordingly. Plaintiffs are
3 informed and believe, and thereon allege, that each defendant designated herein as a DOE is
4 responsible, negligently or in some other actionable manner, for the events and happenings hereinafter
5 referred to, and caused injuries and damages proximately thereby to the Plaintiffs, as hereinafter
6 alleged.
7

2. At all times herein mentioned, each of the defendants was the agent, servant, employee
and/or joint venture of his co-defendants, and each of them, and at all said times each defendant was
acting in the full course and scope of said agency, service, employment and/or joint venture. Plaintiffs
are informed and believe, and thereon allege that at all times herein mentioned, defendants ALFA
LAVAL, INC. (sued individually and as successor-in-interest to THE DELAVAL SEPARATOR
COMPANY and SHARPLES CORPORATION); ARMSTRONG INTERNATIONAL, INC.; CBS
CORPORATION f/k/a VIACOM, INC. (sued as successor-by-merger to CBS CORPORATION f/k/a
WESTINGHOUSE ELECTRIC CORPORATION); CLARK-RELIANCE CORPORATION (sued
individually and as successor-in-interest to JERGUSON GAGE & VALVE COMPANY); COLTEC
INDUSTRIES, INC. (sued individually and as successor-in-interest to FAIRBANKS MORSE
ENGINE); CRANE CO. (sued individually and as successor-in-interest to CHAPMAN VALVE CO.);
DETROIT DIESEL CORPORATION; DURABLA MANUFACTURING COMPANY; FAIRBANKS
MORSE PUMP CORPORATION; FLOWSERVE US INC. (as successor-in-interest to EDWARD
VALVE & MANUFACTURING); FMC CORPORATION (sued individually and as successor-in-
interest to NORTHERN PUMP COMPANY f/k/a NORTHERN FIRE APPARATUS COMPANY);
FOSTER WHEELER ENERGY CORPORATION; GARDNER DENVER NASH, L.L.C. f/k/a THE
NASH ENGINEERING COMPANY; GENERAL MOTORS CORPORATION; THE GOODYEAR
TIRE & RUBBER COMPANY (sued individually and as successor-in-interest to DURABLA
MANUFACTURING COMPANY); HARDIE-TYNES, LLC (sued individually and as successor-in-

1 interest to HARDIE-TYNES MANUFACTURING COMPANY); HARDIE-TYNES
2 MANUFACTURING COMPANY; HONEYWELL INTERNATIONAL (sued individually and as
3 successor-in-interest to BENDIX CORPORATION); HOPEMAN BROTHERS INC.; HOPEMAN
4 BROTHERS MARINE INTERIORS a/k/a HOPEMAN BROTHERS, INC.; ICON MANAGEMENT
5 SYSTEMS, LLC (sued individually and as successor-in-interest to JERGUSON GAGE & VALVE
6 COMPANY); IMO INDUSTRIES, INC. (sued individually and as successor-in-interest to DELAVAL TURBINE, INC.); INGERSOLL RAND COMPANY; INVENTYS SYSTEMS, INC.
7 (sued individually and as successor-in-interest to EDWARD VALVE & MANUFACTURING); ITT
8 INDUSTRIES, INC. (sued individually and as successor-in-interest to BELL & GOSSETT);
9 JERGUSON GAGE & VALVE COMPANY; J.T. THORPE & SON, INC.; JOHN CRANE, INC.;
10 LESLIE CONTROLS, INC.; M. SLAYEN AND ASSOCIATES, INC.; McNALLY INDUSTRIES,
11 LLC (sued individually and as successor-in-interest to NORTHERN PUMP COMPANY f/k/a
12 NORTHERN FIRE APPARATUS COMPANY); THE NASH ENGINEERING COMPANY;
13 NORTHERN PUMP COMPANY (sued individually and as successor-in-interest to NORTHERN
14 FIRE APPARATUS COMPANY); PARKER-HANNIFIN CORPORATION (sued individually and as
15 successor-in-interest to SACOMO SIERRA AND SACOMO MANUFACTURING CO.); SEPCO
16 CORPORATION; SPIROL INTERNATIONAL CORPORATION (sued individually and as
17 successor-in-interest to U.S. GASKET CO.); SYD CARPENTER, MARINE CONTRACTOR, INC.;
18 THE WILLIAM POWELL COMPANY; TYCO FLOW CONTROL, INC. (sued individually and as
19 successor-in-interest to THE LUNKENHEIMER COMPANY and HANCOCK VALVES); VELAN
20 VALVE CORPORATION; WEIR VALVES & CONTROLS USA, INC. f/k/a ATWOOD &
21 MORRILL; YARWAY CORPORATION (sued individually and as successor-in-interest to GIMPEL
22 CORPORATION), and DOES 1-450 inclusive, were individuals, corporations, partnerships and/or
23 unincorporated associations organized and existing under and by virtue of the laws of the State of
24 California, or the laws of some other state or foreign jurisdiction, and that said defendants, and each of
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1 them, were and are authorized to do and are doing business in the State of California, or the laws of
2 some other state or foreign jurisdiction, and that said defendants, and each of them, were and are
3 authorized to do and are doing business in the State of California, and that said defendants have
4 regularly conducted business in the County of Los Angeles, State of California.

5 3. Plaintiffs allege herein that Plaintiff DAVID KELEMEN developed malignant
6 mesothelioma as a result of exposure to asbestos from defendants' asbestos, asbestos-containing
7 products and/or products designed to be used in association with asbestos products ("Defendants'
8 Products"), including: ALFA LAVAL, INC. (sued individually and as successor-in-interest to THE
9 DELAVAL SEPARATOR COMPANY and SHARPLES CORPORATION) (for DeLaval purifiers
10 and Sharples purifiers); ARMSTRONG INTERNATIONAL, INC. (for Armstrong steam traps); CBS
11 CORPORATION f/k/a VIACOM, INC. (sued as successor-by-merger to CBS CORPORATION f/k/a
12 WESTINGHOUSE ELECTRIC CORPORATION) (for Westinghouse turbines, pumps and air
13 compressors); CLARK-RELIANCE CORPORATION (sued individually and as successor-in-interest
14 to JERGUSON GAGE & VALVE COMPANY) (for Jerguson valves); COLTEC INDUSTRIES, INC.
15 (sued individually and as successor-in-interest to FAIRBANKS MORSE ENGINE) (for Fairbanks
16 Morse generators and diesel engines); CRANE CO. (sued individually and as successor-in-interest to
17 CHAPMAN VALVE CO.) (for Crane valves, Cranite gaskets and Chapman valves); DETROIT
18 DIESEL CORPORATION (for Detroit diesel engines); DURABLA MANUFACTURING
19 COMPANY (for Durabla gaskets); FAIRBANKS MORSE PUMP CORPORATION (for Fairbanks
20 Morse pumps); FLOWSERVE US INC. (as successor-in-interest to EDWARD VALVE &
21 MANUFACTURING) (for Edward valves); FMC CORPORATION (sued individually and as
22 successor-in-interest to NORTHERN PUMP COMPANY f/k/a NORTHERN FIRE APPARATUS
23 COMPANY) (for Northern pumps); FOSTER WHEELER ENERGY CORPORATION (for Foster
24 Wheeler distilling plants); GARDNER DENVER NASH, L.L.C. f/k/a THE NASH ENGINEERING
25 COMPANY (for Nash pumps); GENERAL MOTORS CORPORATION (for General Motors diesel
26
27
28

1 engines); THE GOODYEAR TIRE & RUBBER COMPANY (sued individually and as successor-in-
2 interest to DURABLA MANUFACTURING COMPANY) (for Durabla gaskets); HARDIE-TYNES,
3 LLC (sued individually and as successor-in-interest to HARDIE-TYNES MANUFACTURING
4 COMPANY) (for Hardie-Tynes turbines and generators); HARDIE-TYNES MANUFACTURING
5 COMPANY (for Hardie-Tynes turbines and generators); HONEYWELL INTERNATIONAL (sued
6 individually and as successor-in-interest to BENDIX CORPORATION) (for Bendix brakes);
7 HOPEMAN BROTHERS INC. (for asbestos-containing Marinite and Micarta board); HOPEMAN
8 BROTHERS MARINE INTERIORS a/k/a HOPEMAN BROTHERS, INC. (for asbestos-containing
9 Marinite and Micarta board); ICON MANAGEMENT SYSTEMS, LLC (sued individually and as
10 successor-in-interest to JERGUSON GAGE & VALVE COMPANY) (for Jerguson valves); IMO
11 INDUSTRIES, INC. (sued individually and as successor-in-interest to DELAVAL TURBINE,
12 INC.) (for DeLaval turbines and pumps); INGERSOLL RAND COMPANY (for Ingersoll Rand
13 pumps and compressors); INVENSYS SYSTEMS, INC. (sued individually and as successor-in-
14 interest to EDWARD VALVE & MANUFACTURING) (for Edward valves); ITT INDUSTRIES,
15 INC. (sued individually and as successor-in-interest to BELL & GOSSETT) (for Bell & Gossett
16 pumps); JERGUSON GAGE & VALVE COMPANY (for Jerguson valves); J.T. THORPE & SON,
17 INC. (as a boiler contractor and supplier of asbestos-containing insulation); JOHN CRANE, INC. (for
18 John Crane gaskets); LESLIE CONTROLS, INC. (for Leslie valves); M. SLAYEN AND
19 ASSOCIATES, INC. (as a contractor and supplier of asbestos-containing insulation); McNALLY
20 INDUSTRIES, LLC (sued individually and as successor-in-interest to NORTHERN PUMP
21 COMPANY f/k/a NORTHERN FIRE APPARATUS COMPANY) (for Northern pumps); THE NASH
22 ENGINEERING COMPANY (for Nash pumps); NORTHERN PUMP COMPANY (sued individually
23 and as successor-in-interest to NORTHERN FIRE APPARATUS COMPANY) (for Northern pumps);
24 PARKER-HANNIFIN CORPORATION (sued individually and as successor-in-interest to SACOMO
25 SIERRA AND SACOMO MANUFACTURING CO.) (for Sacomo gaskets and packing); SEPCO
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1 CORPORATION (for Sepco gaskets); SPIROL INTERNATIONAL CORPORATION (sued
2 individually and as successor-in-interest to U.S. GASKET CO.) (for U.S. Gasket gaskets); SYD
3 CARPENTER, MARINE CONTRACTOR, INC. (as a contractor and supplier of asbestos-containing
4 insulation and decking); THE WILLIAM POWELL COMPANY (for Powell valves); TYCO FLOW
5 CONTROL, INC. (sued individually and as successor-in-interest to THE LUNKENHEIMER
6 COMPANY and HANCOCK VALVES) (for Hancock valves and Lunkenheimer valves); VELAN
7 VALVE CORPORATION (for Velan valves); WEIR VALVES & CONTROLS USA, INC. f/k/a
8 ATWOOD & MORRILL (for Atwood & Morrill valves), and YARWAY CORPORATION (sued
9 individually and as successor-in-interest to GIMPEL CORPORATION) (for Gimpel valves and
10 Yarway steam traps).

12 4. Plaintiffs hereby disclaim any cause of action or recovery for any injuries caused by any
13 exposure to asbestos dust that occurred in a federal enclave, which expressly excludes U.S. Navy
14 vessels. Plaintiffs also disclaim any cause of action or recovery for any injuries resulting from exposure
15 to asbestos dust caused by any acts or omissions of a party Defendant committed at the direction of an
16 officer of the United States Government.
17

18
19 **FIRST CAUSE OF ACTION**

20 (Negligence)

21 PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-450, THEIR "ALTERNATE
22 ENTITIES", AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR NEGLIGENCE
23 ALLEGE AS FOLLOWS:

24 5. Plaintiffs incorporate herein by reference, as though fully set forth therein, the general
allegations set forth above.

25 6. At all times herein mentioned, each of the named defendants and DOES 1 through 450
26 was the successor, successor in business, successor in product line or a portion thereof, parent,
27 subsidiary, wholly or partially owned by, or the whole or partial owner of or member in an entity
28 researching, studying, manufacturing, fabricating, designing, modifying, labeling, assembling,

1 distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing,
2 contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others,
3 packaging and advertising asbestos, asbestos products and/or products designed to cut, saw or
4 otherwise manipulate, and products containing asbestos, including but not limited to, those products
5 identified in paragraph 3 above. Said entities shall hereinafter collectively be called "alternate
6 entities." Each of the herein named defendants is liable for the tortious conduct of each successor,
7 successor in business, successor in product line or a portion thereof, assign, predecessor in product line
8 or a portion thereof, parent, subsidiary, whole or partial owner, or wholly or partially owned entity, or
9 entity that it was a member of, or funded, that researched, repaired, marketing, warranted, re-branded,
10 manufactured for others and advertised asbestos, asbestos products and/or products designed to cut,
11 saw or otherwise manipulate products containing asbestos. The following defendants, and each of
12 them, are liable for the acts of each and every "alternate entity", and each of them, in that there has
13 been a virtual destruction of Plaintiffs' remedy against each such "alternate entity"; defendants, and
14 each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate
15 entity"; defendants, and each of them, have caused the destruction of Plaintiffs' remedy against each
16 such "alternate entity"; each such defendant has the ability to assume the risk-spreading role of each
17 such "alternate entity"; and that each such defendant enjoys the goodwill originally attached to each
18 such "alternate entity".

19

20

<u>DEFENDANT</u>	<u>ALTERNATE ENTITY</u>
21 ALFA LAVAL, INC.	SHARPLES, INC. ALFA-LAVAL SEPARATION, INC. DE LAVAL SEPARATOR COMPANY
22	
23 CBS CORPORATION	VIACOM INC. WESTINGHOUSE ELECTRIC CORPORATION BF STURTEVANT VIACOM INTERNATIONAL, INC. VIACOM PLUS
24	
25 CLARK-RELIANCE COPORATION	ICON MANAGEMENT SYSTEMS, LLC JERGUSON GAGE & VALVE COMPANY
26	
27 COLTEC INDUSTRIES, INC.	FAIRBANKS MORSE ENGINE
28 CRANE CO.	CRANE ENVIRONMENTAL

1 CRANE PUMPS AND SYSTEMS
2 VALVE SERVICES
3 CRANE VALVE GROUP
4 CRANE SUPPLY
5 CHAPMAN VALVE CO.
6 DEMING PUMPS
7 JENKINS VALVES
8 COCHRANE FEED TANKS
9 COCHRANE DIVISION
10 CHEMPUMP
11
12 FLOWSERVE CORPORATION
13 FLOWSERVE PUMP CORPORATION
14 EDWARD VALVE INC.
15 EDWARD VALVE & MANUFACTURING
16 JOHNSTON PUMP COMPANY
17 BW/IP INTERNATIONAL, INC. (f/k/a
18 BYRON JACKSON PUMP DIVISION)
19 BYRON JACKSON PUMP COMPANY
20 PACIFIC PUMPS
21 NORDSTROM VALVES, INC.
22 NORDSTROM AUDCO, LLC
23 MERCO-NORDSTROM VALVE COMPANY
24 KAMMER VALVES INC.
25 KAMMER CONTROL VALVES
26 KAMMER VENTILE
27 DURION CASTINGS COMPANY
28 THE DURION COMPANY, INC.
FOSTER WHEELER ENERGY CORPORATION
ALDRICH
ALDRICH DARLING VALVE
FMC CORPORATION
PEERLESS PUMP COMPANY
McNALLY INDUSTRIES-NORTHERN PUMP
FMC AGRICULTURAL PRODUCTS
FMC BIOPOLYMER
FMC LITHIUM
FMC ALKALI CHEMICALS
FMC FORET
NORTHERN PUMP COMPANY
FOSTER WHEELER ENERGY CORPORATION
FOSTER WHEELER CONTRACTORS, INC.
FOSTER WHEELER CORPORATION
FOSTER WHEELER DEVELOPMENT CORP.
FOSTER WHEELER ENERGY RESOURCES
INC.
FOSTER WHEELER ENERGY SERVICES,
INC.
FOSTER WHEELER ENVIRESPONSE, INC.
FOSTER WHEELER ENVIRONMENTAL
CORPORATION
FOSTER WHEELER POWER GROUP, INC.
FOSTER WHEELER POWER SYSTEMS, INC.
FOSTER WHEELER PYROPOWER, INC.
FOSTER WHEELER REALTY SERVICES,
INC.

1		FOSTER WHEELER USA CORPORATION
2	GARDNER DENVER NASH	THE NASH ENGINEERING COMPANY
3	GENERAL MOTORS CORPORATION	DELCO AC-DELCO AC SPARK PLUG COMPANY GARWOOD INDUSTRIES, INC. GENERAL MOTORS ACCEPTANCE CORPORATION GENERAL MOTORS OVERSEAS DISTRIBUTION CORPORATION DETROIT DIESEL CLEVELAND DIESEL
4		
5		
6		
7		
8	GOODYEAR TIRE & RUBBER COMPANY	DUNLOP KELLY TIRES \$AVA FULDA US INDUSTRIES SUPPLY DURABLA MANUFACTURING COMPANY
9		
10		
11		
12	HARDIE-TYNES, LLC	HARDIE-TYNES MANUFACTURING CO.
13	HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. BENDIX CORPORATION
14		
15	HOPEMAN BROTHERS MARINE INTERIORS	HOPEMAN BROTHERS, INC.
16	IMO INDUSTRIES, INC.	DE LAVAL TURBINE INC. WARREN PUMPS, INC. COLFAX CORPORATION IMO PUMP IMO AB COLFAX PUMP GROUP ALLWEILER HOUTTUIN C.H. WHEELER
17		
18		
19		
20		
21	INGERSOLL-RAND COMPANY	INGERSOLL-RAND ABG DRESSER-RAND POWERWORKS THERMOKING TERRY STEAM TURBINE COMPANY WHITON MACHINE CO.
22		
23		
24	INVENSYS SYSTEMS, INC.	EDWARD VALVE & MANUFACTURING
25	ITT INDUSTRIES, INC.	ITT SERVICE INDUSTRIES CORPORATION RULE INDUSTRIES, INC. GOULDS PUMPS, INCORPORATED GOULDS PUMPS (IPG), INC. A-C PUMP AQUIOUS ADVANCED LIQUID SEPARATIONS
26		
27		
28		

1 BELL & GOSSETT
2 DOMESTIC PUMP
3 ENGINEERED PROCESS SOLUTIONS
4 GROUP
5 FLOWTRONEX PSI INC.
6 ITT FLYGT
7 HOFFMAN SPECIALTY
8 LOWARA
9 MARLOW PUMPS
10 McDONNELL & MILLER
11 ITT RICHTER CHEMIE-TECHNIK GmbH
12 SANITAIRE
13 ITT STANDARD
14 VOGEL PUMPS
15 WEDECO INDUSTRIES, INC.
16 BARTON INSTRUMENTS DIVISION a/k/a
17 PRIME MEASUREMENT PRODUCTS, LLC
18 NU-FLO MEASUREMENT SYSTEMS
19 BRANOM INSTRUMENT COMPANY
20 BARTON INSTRUMENTS DIVISION a/k/a
21 PRIME MEASUREMENT PRODUCTS, LLC
22 NU-FLO MEASUREMENT SYSTEMS
23 BRANOM INSTRUMENT COMPANY

13 JOHN CRANE, INC.
14
15 LESLIE CONTROLS, INC.
16
17 MCNALLY INDUSTRIES, INC.
18 NORTHERN PUMP COMPANY
19
20
21 PARKER-HANNIFIN CORPORATION
22
23
24 SPIROL INTERNATIONAL CORPORATION
25 THE WILLIAM POWELL COMPANY
26 TYCO FLOW CONTROL, INC.
27
28

JOHN CRANE-HOUDAILLE, INC.
HOUDAILLE JOHN CRANE, INC.

CIRCOR INTERNATIONAL, INC.
KIELEY & MUELLER, INC.

NORTHERN PUMP
FMC CORPORATION

NORTHERN PUMP MANUFACTURING
CORPORATION
NORTHERN FIRE APPARATUS COMPANY
NORTHERN PUMP, INCORPORATED

SACOMO SIERRA
SACOMO MANUFACTURING CO.
BERTEA CORPORATION
SEITZ INDUSTRIAL PRODUCTS, INC.
AREMAC ASSOCIATES

UNITED STATES GASKET CO.

POWELL VALVES

THE LUNKENHEIMER COMPANY
CINCINNATI BRASS WORKS
LUNKENHEIMER BRASS WORKS
COMPANY
GIMPEL VALVES
HANCOCK VALVES

1	CROSBY VALVE & GAGE COMPANY
2	WEIR VALVE & CONTROLS USA, INC.
3	ATWOOD & MORRILL CO., INC.
4	THE WEIR GROUP PLC
5	WEIR MINERALS
6	WEIR CLEAR LIQUID
7	WEIR VALVES & CONTROLS
8	WEIR SERVICES
9	WEIR TECHNA
10	A & M VALVE
11	HOPHOLD A & M, INC.
12	YARWAY CORP.
13	GIMPEL CORP.

7. At all times herein mentioned, defendants, their "alternate entities", and each of them, were and are engaged in the business of researching, manufacturing, fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, renting, marketing, warranting, re-branding, manufacturing for others, packaging, and advertising asbestos, asbestos products and/or products designed to cut, saw or otherwise manipulate products containing asbestos (hereinafter Defendants' Products).

8. At all times herein mentioned, defendants, their "alternate entities", and each of them, singularly and jointly, negligently and carelessly researched, manufactured, fabricated, specified, designed, modified, tested or failed to test, abated or failed to abate, warned or failed to warn of the health hazards, labeled, assembled, distributed, leased, bought, rented offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, re-branded, manufactured for others, packaged, and advertised Defendants' Products, including but not limited to those products identified in paragraph 3 above, in that the Defendants' Products were unreasonably dangerous because they released respirable asbestos fibers which resulted in personal injuries to users, consumers, workers, bystanders, and others, including Plaintiff DAVID KELEMEN herein (hereinafter collectively called "exposed person"). Said products were used at all times in a manner that was reasonably foreseeable to defendants, their "alternate entities," and each of them, thereby rendering said products unsafe and dangerous for use by "exposed person". Plaintiffs herein allege that DAVID KELEMEN was exposed to asbestos that was caused to be released as a result of exposures to

1 Defendants' Products, including but not limited to those products identified in paragraph 3 above
2 (hereinafter referred to as "defendants' products" or "defendants' asbestos and asbestos-containing
3 products"), were a substantial contributing factor in the development of his malignant mesothelioma,
4 and therefore proximately caused Plaintiff DAVID KELEMEN's injuries.

5 9. Defendants, their "alternate entities," and each of them, had a duty to exercise reasonable
6 care while engaging in the activities mentioned above and each defendants breached said duty of
7 reasonable care in that defendants, and each of them, failed to safely and adequately design, manufacture
8 and/or sell defendants' products; failed to test said products; failed to investigate the hazards of said
9 products; failed to warn "exposed person", including Plaintiff DAVID KELEMEN, of the health hazards
10 of using defendants' products; failed to disclose the known or knowable dangers of using defendants'
11 products; failed to warn of the harmful exposures caused by use of said products to cut, saw or otherwise
12 manipulate asbestos containing products; failed to obtain suitable alternative materials to asbestos when
13 such alternatives were available; and as otherwise stated herein.

14 10. The defendants' products were and are hazardous to the health and safety of Plaintiff, and
15 others in Plaintiff's position working with and in close proximity to such products, and since on or
16 before 1930, the hazards and dangerous propensities of the defendants' products were both known and
17 knowable to the defendants, their "alternate entities", and each of them, through the use of medical
18 and/or scientific data and other knowledge available to defendants, their "alternate entities", and each of
19 them at the time of defendants' manufacture, distribution, sale, research, study, fabrication, design,
20 modification, labeling, assembly, leasing, buying, offering for sale, supply, inspection, service,
21 installation, contracting for installation, repair, marketing, warranting, re-branding, re-manufacturing for
22 others, packaging and advertising, of those products, which clearly indicated the hazards and dangerous
23 propensities of asbestos presented a substantial danger to users, including Plaintiff, DAVID KELEMEN,
24 of Defendants' Products through the intended and reasonably foreseeable use of those products.

25 11. Defendants, their "alternate entities", and each of them, knew, or reasonably should have
26 known, that Defendants' Products were dangerous and were likely to be dangerous when used in their
27 intended and reasonably foreseeable manner.

28 12. Defendants, their "alternate entities", and each of them, knew, or reasonably should have

1 known, that Defendants' Products would be installed, repaired, maintained, overhauled, removed,
2 sawed, chipped, hammered, mixed, scraped, sanded, removed with compressed air, arched, swept,
3 broken, "ripped out," and/or used to cut, saw or otherwise manipulate products containing asbestos, or
4 otherwise disturbed in their ordinary, intended and foreseeable use, resulting in the release of airborne
5 hazardous and dangerous asbestos fibers, and that through such activity, "exposed person," including
6 Plaintiff DAVID KELEMEN herein, would be exposed to said hazardous and dangerous asbestos fibers.
7 Defendants, their "alternate entities", and each of them, knew or reasonably should have known that
8 users, such as Plaintiff DAVID KELEMEN and others in his position, working with and in close
9 proximity to Defendants' Products would not realize or know the danger. Defendants, their "alternate
10 entities," and each of them negligently failed to adequately warn or instruct of the dangers of the
11 products. A reasonable designer, manufacturer, distributor, seller, installer, buyer or supplier, under the
12 same or similar circumstances, would have warned of the dangers to avoid exposing others to a
13 foreseeable risk of harm. The negligent failure of defendants, their "alternate entities," and each of them
14 to warn was a substantial factor in causing harm to Plaintiff DAVID KELEMEN.

15 13. Plaintiff DAVID KELEMEN used, handled, or was otherwise exposed to asbestos from
16 Defendants' Products referred to herein in a manner that was reasonably foreseeable to defendants and
17 each of them. Plaintiff's exposure to Defendants' Products occurred at various locations set forth in
18 Exhibit "A", which is attached hereto and incorporated by reference herein.

19 14. As a direct and proximate result of the conduct of the defendants, their "alternate
20 entities", and each of them, as aforesaid, Plaintiff DAVID KELEMEN's exposure to asbestos from use
21 of Defendants' Products caused severe and permanent injury to the Plaintiff, the nature of which, along
22 with the date of Plaintiff's diagnosis and the date he learned such injuries were attributable to exposure
23 to Defendants' Products, are set forth in Exhibit "B", which is attached hereto and incorporated by
24 reference herein. Plaintiffs are informed and believe, and thereon allege, that progressive lung disease,
25 cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma
26 and that said disease results from exposure to Defendants' Products over a period of time.

27 15. Plaintiff DAVID KELEMEN suffers from malignant pleural mesothelioma, caused by
28 exposure to asbestos from Defendants' Products and/or from the use of Defendants' Products to cut, saw

1 or otherwise manipulate products containing asbestos including those products identified in paragraph 3
2 above. Plaintiff DAVID KELEMEN was not aware at the time of exposure that Defendants' Products
3 presented any risk of injury and/or disease.

4 16. As a direct and proximate result of the aforesaid conduct of defendants, their "alternate
5 entities," and each of them, Plaintiff DAVID KELEMEN has suffered and will continue to suffer
6 permanent injuries and future injuries to his person, body and health, including, but not limited to, pain,
7 discomfort, loss of weight, loss of appetite, fatigue, somnolence, lethargy, dyspnea, dysphagia, and other
8 physical symptoms, and the mental and emotional distress attendant thereto, as Plaintiff's malignant
9 mesothelioma progresses, all to his general damage in a sum in excess of the jurisdictional limit of a
10 limited civil case.

11 17. As a direct and proximate result of the aforesaid conduct of the defendants, their
12 "alternate entities", and each of them, Plaintiff DAVID KELEMEN has incurred, is presently incurring,
13 and will incur in the future, liability for physicians, surgeons, nurses, hospital care, medicine, hospices,
14 X-rays and other medical treatment, the true and exact amount thereof being presently unknown to
15 Plaintiffs, subject to proof at trial.

16 18. As a further direct and proximate result of the said conduct of the defendants, their
17 "alternate entities", and each of them, Plaintiffs have incurred, and will incur, loss of income, wages,
18 profits and commissions, a diminishment of earning potential, and other pecuniary losses, the true and
19 exact amount thereof being presently unknown to Plaintiffs, subject to proof at trial.

20 19. Plaintiffs further allege that defendants, their "alternate entities", and each of them, also
21 engaged in the following wrongful acts:

22 (a) Defendants, their "alternate entities", and each of them, suppressed from all consumers,
23 including Plaintiff DAVID KELEMEN, medical and scientific information concerning the health
24 hazards associated with inhalation of asbestos, including the substantial risk of injury or death
25 therefrom. Although defendants, and each of them, knew of the substantial risks associated with
26 exposure to asbestos, they willfully and knowingly concealed such information from the users of their
27 asbestos and/or asbestos-containing products in conscious disregard of the rights, safety and welfare of
28 "exposed person", including Plaintiff DAVID KELEMEN.

(b) Defendants, their "alternate entities", and each of them, belonged to, participated in, and financially supported industry organizations, including but not limited to the Gypsum Association, Asbestos Information Association, Industrial Hygiene Foundation and others, which, for and on behalf of defendants, their "alternate entities", and each of them, actively promoted the suppression of information about the dangers of asbestos to users of the aforementioned products and materials, thereby misleading Plaintiff DAVID KELEMEN as to the safety of their products. Through their participation and association with such industry organizations, defendants and each of them knowingly and deliberately concealed and suppressed the true information regarding asbestos and its dangers, and propagated misinformation intended to instill in users of Defendants' Products a false security about the safety of their products. The Dust Control Committee, which changed its name to the Air Hygiene Committee, of the Asbestos Textile Institute, was specifically enlisted to study the subject of dust control. Discussions in this committee were held many times regarding the dangers inherent in asbestos and the dangers, which arise from the lack of control of dust, and such information was suppressed from public dissemination from 1946 to a date unknown to Plaintiff DAVID KELEMEN at this time;

(c) Commencing in 1930 with the study of mine and mill workers at Asbestos and Thetford Mines in Quebec, Canada, and the study of the workers at Raybestos-Manhattan plants in Manheim and Charleston, South Carolina, defendants, their "alternate entities", and each of them, knew and possessed medical and scientific information of the connection between the inhalation of asbestos fibers and asbestosis, which information was disseminated through the Asbestos Textile Institute and other industry organizations to all other defendants, their "alternate entities", and each of them, herein. Between 1942 and 1950, the defendants, their "alternate entities", and each of them, failed to provide this information to consumers:

(d) Defendants, their "alternate entities", and each of them, failed to warn Plaintiff DAVID KELEMEN and others of the nature of said materials which were dangerous when breathed and which could cause pathological effects without noticeable trauma, despite the fact that defendants, their "alternate entities", and each of them, possessed knowledge and were under a duty to disclose that said materials were dangerous and a threat to the health of persons coming into contact therewith;

(e) Defendants, their "alternate entities", and each of them, failed to provide Plaintiff

1 DAVID KELEMEN with information concerning adequate protective masks and other equipment
2 devised to be used when applying, mixing, sawing, cutting, installing and sanding the products of the
3 defendants, their "alternate entities", and each of them, despite knowing that such protective measures
4 were necessary, and that they were under a duty to disclose that such materials were dangerous and
5 would result in injury to Plaintiff DAVID KELEMEN and others applying and installing such material;

6 (f) Defendants, their "alternate entities", and each of them, knew and failed to disclose that
7 Plaintiff DAVID KELEMEN and anyone similarly situated, upon inhalation of asbestos would, in time,
8 have a substantial risk of developing irreversible conditions of pneumoconiosis, asbestosis,
9 mesothelioma and/or cancer;

10 (g) Defendants, their "alternate entities", and each of them, failed to provide information of
11 the true nature of the hazards of asbestos materials and that exposure to these material would cause
12 pathological effects without noticeable trauma to the public, including buyers, users, and physicians
13 employed by Plaintiff DAVID KELEMEN so that said physicians could not examine, diagnose, and
14 treat Plaintiff and others who were exposed to asbestos, despite the fact that defendants, their "alternate
15 entities", and each of them, were under a duty to so inform and said failure was misleading.

16 20. Defendants, their "alternate entities", and each of them, and their officers, directors, and
17 managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of,
18 or should have known of, each of the acts set forth herein. Defendants, their "alternate entities", and
19 each of them, are liable for the oppressive and malicious acts of their "alternate entities", and each of
20 them, and each defendant's officers, directors, and managing agents participated in, authorized,
21 expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of
22 their "alternate entities" as set forth herein.

23 21. The herein-described conduct of said defendants, their "alternate entities", and each of
24 them, was and is willful, malicious, oppressive, outrageous, and in conscious disregard and indifference
25 to the safety and health of "exposed person," including Plaintiff DAVID KELEMEN, in that defendants,
26 and each of them, continued to manufacture, market and/or sell dangerous products known to cause
27 asbestos to be released, and to cause severe, permanent injuries and death, despite possessing knowledge
28 of the substantial hazards posed by use of their products, in order to continue to profit financially

1 therefrom. Defendants, their "alternate entities", and each of them, engaged in such conduct so
2 despicable, contemptible, base, vile, miserable, wretched and loathsome as to be looked down upon and
3 despised by ordinary people and justifies an award of punitive and exemplary damages pursuant to Civil
4 Code section 3294. Plaintiffs, for the sake of example and by way of punishing said defendants, seek
5 punitive damages according to proof.

6 22. Defendants and each of them engaged in conduct which was intended by defendants and
7 each of them to cause injury to the plaintiffs, and despicable conduct which was carried on by the
8 defendant with a willful and conscious disregard of the rights or safety of others, including Plaintiff
9 DAVID KELEMEN.

10 23. Defendants, and each of them, engaged in the despicable conduct described herein that
11 subjected persons, including Plaintiff DAVID KELEMEN, to cruel and unjust hardship in the form of
12 sever, debilitating and fatal diseases like asbestosis, lung cancer and mesothelioma, in conscious
13 disregard of those persons' rights.

14 24. As a direct and proximate result of such intentional conduct by defendants, their
15 "alternate entities" and each of them, Plaintiff DAVID KELEMEN sustained the injuries and damages
16 alleged herein.

17 WHEREFORE, Plaintiffs pray for judgment against defendants, their "alternate entities", and
18 each of them, as hereinafter set forth.

19 SECOND CAUSE OF ACTION

20 (Strict Liability)

21 AS AND FOR A SECOND, SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION
22 FOR STRICT LIABILITY, PLAINTIFFS COMPLAIN OF DEFENDANTS, DOES 1-450, THEIR
23 "ALTERNATE ENTITIES", AND EACH OF THEM, AND ALLEGE AS FOLLOWS:

24 25. Plaintiffs incorporate herein by reference, as though fully set forth therein, each and
25 every one of the general allegations and the allegations contained in the First Cause of Action herein.

26 26. Defendants, their "alternate entities", and each of them, sold the aforementioned
27 Defendants' Products and failed to adequately warn or instruct of the known and knowable dangers and
28 risks of the ordinary, intended, and foreseeable use of their products, which dangers and risks would not
have been, and were not, recognized by ordinary consumers of the products, including Plaintiff, DAVID

1 KELEMEN, and the lack of sufficient instructions and/or warnings was a substantial factor in causing
2 harm to Plaintiff DAVID KELEMEN and others in Plaintiff's position working with and in close
3 proximity to such products.

4 27. Defendants' Products were defective and unsafe for their intended purpose and
5 foreseeable use in that, when used, handled, installed, repaired, maintained, overhauled, removed,
6 sawed, chipped, hammered, mixed, scraped, sanded, removed with compressed air, arched, swept,
7 broken, "ripped out," cut, sawed, installed, and/or used as intended, or used to cut, saw or manipulate
8 products containing asbestos or otherwise disturbed, said products would result in the release, and
9 therefore inhalation of, hazardous and dangerous asbestos fibers by exposed person, including Plaintiff
10 DAVID KELEMEN. The defect existed in all of said products when they left the possession of the
11 defendants, their "alternate entities," and each of them. At the time Defendants' Products were used by
12 Plaintiff, and others in Plaintiff's position working with and in close proximity to such products, the
13 products were substantially the same as when they left the possession of the defendants, their "alternate
14 entities," and each of them and/or any changes made to the products after they left the possession of
15 defendants, their "alternate entities", and each of them were reasonably foreseeable to defendants, their
16 "alternate entities", and each of them. Defendants' asbestos and asbestos products were used by
17 Plaintiff DAVID KELEMEN, and others in Plaintiff's position working with and in close proximity to
18 such products, in a way that was reasonably foreseeable to defendants, and each of them. The defect in
19 said products was a substantial factor in causing harm and personal injuries to Plaintiff DAVID
20 KELEMEN, including malignant mesothelioma, while being used in a reasonably foreseeable manner,
21 thereby rendering said products defective, unsafe, and unreasonably dangerous for their ordinary and
22 intended use.

23 28. As a direct and proximate result of the actions and conduct outlined herein, Defendants'
24 Products failed to perform as safely as an ordinary consumer would have expected in that defendants'
25 products, and each of them, caused respirable asbestos fibers to be released from asbestos products
26 during their ordinary and intended use, and such hazardous exposures lacked any perceptible qualities to
27 the human body, yet they cause severe and fatal diseases, including asbestosis, lung cancer,
28 mesothelioma and other cancers in humans. Plaintiffs further allege that "exposed person", including

1 Plaintiff DAVID KELEMEN, were unaware of the harmful effects of asbestos and further unaware of
2 the harmful exposures to Defendants' Products when such exposures occurred, and thus the failure of
3 defendants' products to perform as safely as Plaintiff DAVID KELEMEN had reason to expect was a
4 substantial factor in causing his injuries.

5 29. As a direct and proximate result of the actions and conduct outlined herein, Plaintiff
6 DAVID KELEMEN has suffered the injuries and damages alleged herein.

7 30. Plaintiffs further allege that defendants, their "alternate entities", and each of them, also
8 engaged in the following wrongful acts:

9 (a) Defendants, their "alternate entities", and each of them, suppressed from all consumers,
10 including Plaintiff DAVID KELEMEN, medical and scientific information concerning the health
11 hazards associated with inhalation of asbestos, including the substantial risk of injury or death
12 therefrom. Although defendants, and each of them, knew of the substantial risks associated with
13 exposure to asbestos, they willfully and knowingly concealed such information from the users of their
14 asbestos and/or asbestos-containing products in conscious disregard of the rights, safety and welfare of
15 "exposed person", including Plaintiff DAVID KELEMEN.

16 (b) Defendants, their "alternate entities", and each of them, belonged to, participated in, and
17 financially supported industry organizations, including but not limited to the Gypsum Association,
18 Asbestos Information Association, Industrial Hygiene Foundation and others, which, for and on behalf
19 of defendants, their "alternate entities", and each of them, actively promoted the suppression of
20 information about the dangers of asbestos to users of the aforementioned products and materials, thereby
21 misleading Plaintiff DAVID KELEMEN as to the safety of their products. Through their participation
22 and association with such industry organizations, defendants and each of them knowingly and
23 deliberately concealed and suppressed the true information regarding asbestos and its dangers, and
24 propagated misinformation intended to instill in users of Defendants' Products a false security about the
25 safety of their products. The Dust Control Committee, which changed its name to the Air Hygiene
26 Committee, of the Asbestos Textile Institute, was specifically enlisted to study the subject of dust
27 control. Discussions in this committee were held many times regarding the dangers inherent in asbestos
28 and the dangers, which arise from the lack of control of dust, and such information was suppressed from

1 public dissemination from 1946 to a date unknown to Plaintiff DAVID KELEMEN at this time;

2 (c) Commencing in 1930 with the study of mine and mill workers at Asbestos and Thetford
3 Mines in Quebec, Canada, and the study of the workers at Raybestos-Manhattan plants in Manheim and
4 Charleston, South Carolina, defendants, their "alternate entities", and each of them, knew and possessed
5 medical and scientific information of the connection between the inhalation of asbestos fibers and
6 asbestosis, which information was disseminated through the Asbestos Textile Institute and other
7 industry organizations to all other defendants, their "alternate entities", and each of them, herein.
8 Between 1942 and 1950, the defendants, their "alternate entities", and each of them, failed to provide
9 this information to consumers;

10 (d) Defendants, their "alternate entities", and each of them, failed to warn Plaintiff DAVID
11 KELEMEN and others of the nature of said materials which were dangerous when breathed and which
12 could cause pathological effects without noticeable trauma, despite the fact that defendants, their
13 "alternate entities", and each of them, possessed knowledge and were under a duty to disclose that said
14 materials were dangerous and a threat to the health of persons coming into contact therewith;

15 (e) Defendants, their "alternate entities", and each of them, failed to provide Plaintiff
16 DAVID KELEMEN with information concerning adequate protective masks and other equipment
17 devised to be used when applying, mixing, sawing, cutting, installing and sanding the products of the
18 defendants, their "alternate entities", and each of them, despite knowing that such protective measures
19 were necessary, and that they were under a duty to disclose that such materials were dangerous and
20 would result in injury to Plaintiff DAVID KELEMEN and others applying and installing such material;

21 (f) Defendants, their "alternate entities", and each of them, knew and failed to disclose that
22 Plaintiff DAVID KELEMEN and anyone similarly situated, upon inhalation of asbestos would, in time,
23 have a substantial risk of developing irreversible conditions of pneumoconiosis, asbestosis,
24 mesothelioma and/or cancer;

25 (g) Defendants, their "alternate entities", and each of them, failed to provide information of
26 the true nature of the hazards of asbestos materials and that exposure to these material would cause
27 pathological effects without noticeable trauma to the public, including buyers, users, and physicians
28 employed by Plaintiff DAVID KELEMEN so that said physicians could not examine, diagnose, and

1 treat Plaintiff and others who were exposed to asbestos, despite the fact that defendants, their "alternate
2 entities", and each of them, were under a duty to so inform and said failure was misleading; and

3 31. Defendants, their "alternate entities", and each of them, and their officers, directors, and
4 managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of,
5 or should have known of, each of the acts set forth herein. Defendants, their "alternate entities", and
6 each of them, are liable for the oppressive and malicious acts of their "alternate entities", and each of
7 them, and each defendant's officers, directors, and managing agents participated in, authorized,
8 expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of
9 their "alternate entities" as set forth herein.

10 32. The herein-described conduct of said defendants, their "alternate entities", and each of
11 them, was and is willful, malicious, oppressive, outrageous, and in conscious disregard and indifference
12 to the safety and health of "exposed person," including Plaintiff DAVID KELEMEN, in that defendants,
13 and each of them, continued to manufacture, market and/or sell dangerous products known to cause
14 severe, permanent injuries and death, despite possessing knowledge of the substantial hazards posed by
15 use of their products, in order to continue to profit financially therefrom. Defendants, their "alternate
16 entities", and each of them, engaged in such conduct so despicable, contemptible, base, vile, miserable,
17 wretched and loathsome as to be looked down upon and despised by ordinary people and justifies an
18 award of punitive and exemplary damages pursuant to Civil Code section 3294. Plaintiffs, for the sake
19 of example and by way of punishing said defendants, seek punitive damages according to proof.

20 33. Defendants and each of them engaged in conduct which was intended by defendants and
21 each of them to cause injury to the plaintiffs, and despicable conduct which was carried on by the
22 defendant with a willful and conscious disregard of the rights or safety of others, including Plaintiff
23 DAVID KELEMEN.

24 34. Defendants, and each of them, engaged in the despicable conduct described herein that
25 subjected persons, including Plaintiff DAVID KELEMEN, to cruel and unjust hardship in the form of
26 sever, debilitating and fatal diseases like asbestosis, lung cancer and mesothelioma, in conscious
27 disregard of those persons' rights.

28 35. As a direct and proximate result of such intentional conduct by defendants, their

1 "alternate entities" and each of them, Plaintiff DAVID KELEMEN sustained the injuries and damages
2 alleged herein.

3 WHEREFORE, Plaintiffs pray for judgment against defendants, and their "alternate entities",
4 and each of them, as hereinafter set forth.

5 **THIRD CAUSE OF ACTION**

6 (Loss of Consortium)

7 AS AND FOR A FURTHER FOURTH SEPARATE, AND DISTINCT CAUSE OF ACTION
8 FOR LOSS OF CONSORTIUM, PLAINTIFF PAULA KELEMEN COMPLAINS OF
9 DEFENDANTS, DOES 1-450, THEIR "ALTERNATE ENTITIES", AND EACH OF THEM, AND
ALLEGES AS FOLLOWS:

10 40. Plaintiff PAULA KELEMEN incorporates by reference, each and every allegation
11 contained in the general allegations and in the First, and Second Causes of Action herein.

12 41. Plaintiffs DAVID KELEMEN and PAULA KELEMEN were married on October 25,
13 1969, and at all times relevant to this action were, and are now, husband and wife.

14 42. Prior to Plaintiff DAVID KELEMEN's injuries as alleged, he was able and did perform
15 duties as a spouse. Subsequent to the injuries and as a proximate result thereof, plaintiff DAVID
16 KELEMEN has been unable to perform the necessary duties as a spouse and the work and services
17 usually performed in the care, maintenance, and management of the family home, and he will be unable
18 to perform such work, service and duties in the future. As a proximate result thereof, PAULA
19 KELEMEN has been permanently deprived and will be deprived of the consortium of her spouse,
20 including the performance of duties, all to her damages, in an amount presently unknown but which will
21 be proved at the time of trial.

22 43. Plaintiff PAULA KELEMEN's discovery of this cause of her loss of consortium, as
23 herein alleged, first occurred within one year of the date this Complaint was filed.

24 44. As a direct and proximate result of the acts of defendants, their "alternate entities", and
25 each of them, and the severe injuries caused thereby to plaintiff DAVID KELEMEN as set forth in this
26 complaint, plaintiff PAULA KELEMEN has suffered, and for a long period of time will continue to
27 suffer, loss of consortium, including, but not limited, loss of services, marital relations, society, comfort,
28 companionship, love and affection of said spouse, and has suffered severe mental and emotional distress

1 and general nervousness as a result thereof.

2 44. WHEREFORE, plaintiffs pray for judgment against defendants, their "alternate entities",
3 and each of them, in an amount to be proved at trial in each individual case, as follows:

4 Plaintiff DAVID KELEMEN:

5 1. For plaintiff's general damages according to proof;
6 2. For plaintiff's loss of income, wages, and earning potential according to proof;
7 3. For plaintiff's medical and related expenses according to proof;

8 Plaintiff PAULA KELEMEN:

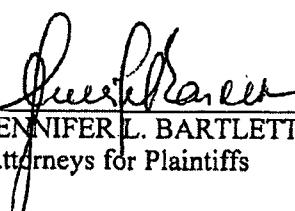
9 4. For plaintiff's damages for loss of consortium and/or society according to proof;

10 Plaintiffs DAVID KELEMEN and PAULA KELEMEN:

11 5. For plaintiffs' cost of suit herein;
12 6. For exemplary or punitive damages according to proof;
13 7. For such other and further relief as the Court may deem just and proper, including
14 costs and prejudgment interest as provided in C.C.P. section 998, C.C.P. section 1032, and related
15 provisions of law.

16 DATED: January 24, 2008

SIMON, EDDINS & GREENSTONE, LLP

17 By: 

18 JENNIFER L. BARTLETT
19 Attorneys for Plaintiffs
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2 **DEMAND FOR JURY TRIAL**

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5 Plaintiffs hereby demand trial by jury as to all issues so triable.

6

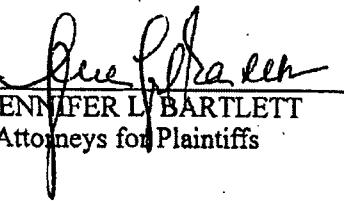
7

8 DATED: January 24, 2008

9

10 **SIMON, EDDINS & GREENSTONE, LLP**

11

12 By: 

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14 JENNIFER L. BARTLETT
15 Attorneys for Plaintiffs

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EXHIBIT "A"

Plaintiff DAVID KELEMEN's exposure to asbestos and asbestos-containing products occurred at various locations within the States of California, Connecticut, Idaho, and New Hampshire, including, but not limited to:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Date(s)</u>
U.S. Navy	USS SPERRY (AS-12) USS SAM RAYBURN (SSBN-635) USS BEN FRANKLIN (SSBN-640) San Francisco, CA	Fireman, Machinist Mate	1967-1975
Con Edison/San Onofre Nuclear Power Plant	San Onofre, CA	Machinist, Nuclear Power Plant Operator	1977-1978
Self	Norwich, CT	Remodeling of personal residence	Early 1970's
Self	California, Connecticut, Idaho, New Hampshire	Maintenance work on personal vehicles	Mid 1960's to early 1980's

EXHIBIT "B"

Plaintiff DAVID KELEMEN's exposure to Defendants' Products caused severe and permanent injury to Plaintiff DAVID KELEMEN including, but not limited to, mesothelioma. Plaintiff was diagnosed with [REDACTED] on or about [REDACTED].

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jennifer L. Bartlett, SIMON, EDDINS & GREENSTONE, LLP 301 East Ocean Blvd., Suite 1950 Long Beach, CA 90802		FOR COURT USE ONLY	
TELEPHONE NO.: 562-435-1000 FAX NO.: 562-435-1000		CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court	
ATTORNEY FOR (Name): Plaintiffs, DAVID AND PAULA KELEMEN			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT		JAN 24 2008	
CASE NAME: DAVID KELEMEN vs. ALFA LAVAL, INC., et al.		John A. Clarke, Executive Officer/Clerk <i>Att. Gen.</i> BY MARY GARCIA, Deputy	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 86384281 JUDGE: DEPT:

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)
Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)
Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Type of remedies sought (check all that apply):

a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): THREE

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 24, 2008

Jennifer L. Bartlett

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 (Rev. January 1, 2007)

CIVIL CASE COVER SHEET

Legal
Solutions
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Cal. Rules of Court, rules 3.220, 3.400-3.403;
Standards of Judicial Administration, § 19